

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.
★ AUG 13 2025 ★
LONG ISLAND OFFICE

Desiree Olachea,

Plaintiff, Pro Se,

v.

Brentwood Union Free School District,

Defendant.

RECEIVED

AUG 13 2025

EDNY PRO SE OFFICE

Case No.: 24-CV-05934(ST)

NOTICE OF MOTION TO VACATE OR MODIFY ATTORNEY'S CHARGING LIEN AND REQUEST FOR
EXPEDITED HEARING

PLEASE TAKE NOTICE that Plaintiff, Desiree Olachea, appearing pro se, respectfully moves this Court for an Order, pursuant to Federal Rule of Civil Procedure 60(b), vacating or in the alternative modifying the attorney's charging lien previously granted to Stewart Lee Karlin Law Group, P.C. Plaintiff further requests that the Court schedule a hearing on this matter before August 23, 2025, which is the date the attorney intends to finalize and enforce said lien.

DECLARATION IN SUPPORT

REC'D IN PRO SE OFFICE
AUG 13 '25 PM 12:45

I, Desiree Olaechea, declare the following under penalty of perjury:

01.0I retained Stewart Lee Karlin Law Group, P.C., for representation in a 3020-a disciplinary hearing and separately for a federal discrimination case.

02.0For the 3020-a matter, my retainer agreement provided for a flat fee of \$7,500, with an additional \$2,500 per day for each day beyond a two-day hearing. The hearing extended beyond two days, and I have paid approximately \$5,000 toward this fee so far.

03.0For the federal discrimination matter, the retainer agreement provided for a flat fee of \$5,000. I have paid approximately \$2,500 toward this fee.

04.0At no time did the retainer agreement for the 3020-a matter provide for a contingency fee or one-third of any settlement.

05.0Despite this, my former attorney is seeking to enforce a charging lien for \$52,500 plus costs, representing approximately one-third of my 3020-a settlement, an arrangement that was never agreed upon in writing.

06.0I have never been provided with receipts, invoices, or a detailed accounting of the payments I have made toward either the 3020-a or federal case retainers, despite repeated payments to the firm.

07.0I also paid \$5,000 to a professional advocate to assist me during the 3020-a hearing because I did not feel adequately supported by my attorney.

08.0I have since relocated to another state with my children and am experiencing severe financial hardship. The imposition of this lien would cause significant economic harm and is unjust given the terms of our agreements.

09.0Another attorney could have represented me for the 3020-a hearing, and my former attorney should not be entitled to collect a contingency fee on a matter where such a fee was never contracted.

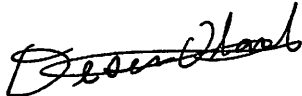
RELIEF REQUESTED

I respectfully request that the Court:

- a. Vacate the attorney's charging lien in its entirety; or
- b. In the alternative, modify the lien to reflect only the amounts agreed upon in the written retainer agreements and amounts already paid; and
- c. Schedule a hearing prior to August 23, 2025 to address the validity and enforceability of the lien.

Dated: August 10, 2025

Respectfully submitted,



(Sign your name here in ink)

Desiree Olachea

563 SW Spring Hill Point

Port St. Lucie, FL 34986

Phone: (631) 809-3228

Email: desiree.olachea@yahoo.com

Plaintiff, Pro Se

CERTIFICATE OF SERVICE

I certify that on this date, I served a copy of this Motion and Declaration by email and certified mail to:

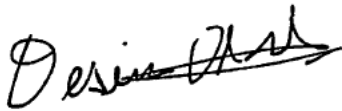
Stewart Lee Karlin Law Group, P.C.

111 John Street, 22nd Floor

New York, NY 10038

Email: slk@stewartkarlin.com

Dated: August 10, 2025

A handwritten signature in black ink, appearing to read "Desiree Olachea", written over a horizontal line.

(Sign your name here in ink)

Desiree Olachea

Plaintiff, Pro Se

Desiree Olaechea

563 SW Spring Hill Point

Port St. Lucie, FL 34986

Phone: (631) 809-3228

Email: desiree.olaechea@yahoo.com

August 7, 2025

Clerk of Court

U.S. District Court – Eastern District of New York

100 Federal Plaza

Central Islip, NY 11722

Re: *Desiree Olaechea v. Brentwood Union Free School District*

Civil Action No. 24-cv-05936 – Motion to Vacate Attorney's Lien and Request for Hearing

Dear Clerk:

Enclosed please find my **Motion to Vacate Attorney's Lien and Request for Hearing**, together with exhibits and a Certificate of Service, for filing in the above-referenced case.

As stated in the motion, I respectfully request that the Court schedule an evidentiary hearing regarding the lien entered on August 5, 2025.

Please file the enclosed motion in the court docket and return a file-stamped copy to me in the enclosed self-addressed stamped envelope for my records.

Thank you for your assistance.

Respectfully,

A handwritten signature in black ink, appearing to read 'Desiree Olaechea', is written over a horizontal line.

Desiree Olaechea

Pro Se Plaintiff

Enclosures: Motion to Vacate Attorney's Lien and Request for Hearing (with exhibits)

Self-addressed stamped envelope

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X

DESIREE OLAECHEA,

Plaintiff,

v. Civil Action No. **24-cv-05936**

BRENTWOOD UNION FREE SCHOOL DISTRICT,

Defendant.

-----X

MOTION TO VACATE ATTORNEY'S LIEN AND REQUEST FOR HEARING

Plaintiff, **Desiree Olachea**, proceeding *pro se*, respectfully moves this Court pursuant to **Federal Rule of Civil Procedure 60(b)** and the Court's equitable powers to vacate the attorney's lien granted by order dated **August 5, 2025**, and in support states as follows:

I. INTRODUCTION

On August 5, 2025, the Court granted former counsel's request to place a lien on Plaintiff's settlement proceeds arising from a New York State Education Law §3020-a settlement agreement. Plaintiff respectfully requests that the Court vacate the lien or, in the alternative, reduce its amount, and grant a hearing to allow Plaintiff to present evidence and testimony.

II. BACKGROUND FACTS

1. Plaintiff retained Attorney Stewart Lee Karlin for representation in two separate matters:
 - a. A **federal employment discrimination case**; and
 - b. A **3020-a disciplinary hearing before the New York State Department of Education**.
2. Two **separate retainer agreements** were executed — only the federal case retainer included a one-third (33⅓%) contingency fee provision.
3. The **3020-a retainer** was a separate matter, with no provision entitling counsel to a contingency fee from any settlement in that proceeding.
4. The lien granted on August 5, 2025, is based on a misapplication of the contingency provision from the federal case retainer to the 3020-a settlement proceeds.
5. Enforcement of the lien would result in **unjust enrichment** and financial hardship to Plaintiff, depriving her of funds necessary for living expenses and medical needs.

III. LEGAL BASIS

This motion is brought under **Federal Rule of Civil Procedure 60(b)**, which permits the Court to relieve a party from an order for:

- **Mistake, inadvertence, surprise, or excusable neglect** (Rule 60(b)(1));
- **Fraud, misrepresentation, or misconduct by an opposing party** (Rule 60(b)(3)); or
- **Any other reason that justifies relief** (Rule 60(b)(6)).

The lien order was issued based on facts and contractual provisions that do not apply to the 3020-a

settlement, and its enforcement would be inequitable.

IV. REQUEST FOR HEARING

Plaintiff requests that the Court schedule an evidentiary hearing so that she may present:

- The two separate retainer agreements;
- Testimony regarding the scope of each agreement; and
- Evidence of financial hardship.

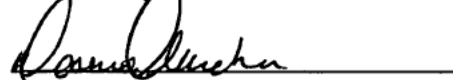
V. RELIEF REQUESTED

Plaintiff respectfully requests that the Court:

1. Vacate the lien granted on August 5, 2025;
2. In the alternative, reduce or modify the lien to reflect the actual contractual terms of the 3020-a retainer;
3. Schedule an evidentiary hearing on this motion; and
4. Grant such other relief as the Court deems just and proper.

Dated: August 7, 2025

Respectfully submitted,



Desiree Olachea

563 SW Spring Hill Point

Port St. Lucie, FL 34986

Phone: (631) 809-3228

Email: desiree.olachea@yahoo.com

Pro Se Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on August 7, 2025, I served a copy of the foregoing Motion to Vacate Attorney's Lien and Request for Hearing, together with any exhibits, on **Stewart Lee Karlin, Esq.**, attorney for the lien claimant, by [U.S. Mail / Email] at the following address:

Stewart Lee Karlin, Esq.
Stewart Lee Karlin Law Group, P.C.
111 John Street, 22nd Floor
New York, NY 10038
Email: slk@stewartkarlin.com


Desiree Olaechea



Nicole Valente
School Personnel Officer

Human Resources
631-434-2331
Fax 631-273-2332

52 Third Avenue
Brentwood, NY 11717
nvalente@bufsd.org

Payroll Office
631-434-2281
Fax 631-434-3104

August 7, 2025

To whom it may concern,

Desiree Olachea was an employee of the Brentwood Union Free School District from 9/1/04 through 7/31/25. Desiree has resigned from the district as of 7/31/25. From the period of 2/3/23 through 7/31/25 Desiree was physically in the office the following dates:

5/8/24 – 5/31/24

6/4/24 – 6/6/24

6/10/24 – 6/12/24

6/21/24

Desiree was paid from 2/9/23 – 3/6/23, unpaid 3/17/23 – 5/6/24 and paid 5/7/24 -7/31/25.

Sincerely,

A handwritten signature in black ink, appearing to read 'N. Valente'.

Nicole Valente
School Personnel Officer
Brentwood UFSD
Phone (631) 434-2281 – Payroll
Phone (631) 434-2331 – Human Resources
Fax (631) 434-3104

8:19



< Back

Transactions

Home



OLAECHEA DESIREE B

Debit *6833

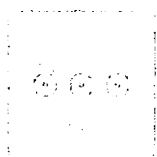
Q Karlin



Filters (1) : Keyword

Clear All

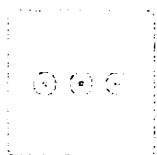
November, 2024



Stewart Lee Karlin Law...

Nov 18, 2024

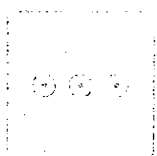
\$1,000.00 >



Stewart Lee Karlin Law...

Nov 15, 2024

\$1,000.00 >



Stewart Lee Karlin Law...

Nov 15, 2024

\$2,000.00 >

STEWART LEE KARLIN LAW GROUP, P.C.

**111 JOHN ST, 22ND FL.
NEW YORK, NEW YORK 10038**

TEL: (212) 792-9670

FAX: (844) 636-1021

slk@stewartkarlin.com

**MEMBER OF THE BAR
FLORIDA & NEW YORK**

**Concentrating in Employment, Insurance and
Education Law and Commercial Litigation**

CONTRACT FOR REPRESENTATION

I, **DESIREE OLAECHEA** (hereinafter, "the Client"), do hereby retain the services of **STEWART LEE KARLIN LAW GROUP, P.C.** (hereinafter "the Attorney") to represent me in connection with a 3020-a hearing with the Brentwood School District.

This is a flat fee contract for representation of \$7,500.00. In the event this matter goes longer than two hearing days, each day beyond two days is payable at \$2,500.00 per day. This retainer does not take effect until receipt of \$5,000.00 by the Attorney. The balance of \$2,500.00 is due one week prior to the pre-hearing conference. If the Client fails to pay the retainer fee in full, the attorney has an unconditional right to withdraw as counsel.

The Client will be responsible for the payment of costs and expenses incurred by the Attorney in the investigation and prosecution of such claims. Such expenses and costs may also include retaining expert witnesses or private investigators whose services may be necessary to adequately prosecute the Client's claims. If the retention of an expert witness or private investigator is necessary, the Client will pay the cost of the services directly to the provider.

Should a dispute arise concerning attorney fees, the Client may have a right to arbitrate fee disputes with the New York State Fee Dispute Resolution Program, which is binding upon both attorney and client.

ACCEPTED AND AGREED:

STEWART LEE KARLIN, ESQ.

DESIREE OLAECHEA

DATED: _____

DATED: _____

STEWART LEE KARLIN LAW GROUP, P.C.

111 JOHN ST, 22ND FL.

NEW YORK, NEW YORK 10038

TEL: (212) 792-9670

FAX: (212) 732-4443

slk@stewartkarlin.com

**MEMBER OF THE BAR
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Education Law and Commercial Litigation**

CONTRACT FOR REPRESENTATION

I, DESIREE OLAECHEA (hereinafter, "the Client"), do hereby retain the services of STEWART LEE KARLIN LAW GROUP, P.C. (hereinafter "the Attorney") to represent me in a federal lawsuit for discrimination based on disability discrimination (failure to accommodate) against the Brentwood Union School District.

This retainer is a flat fee of \$5,000.00 plus the contingency set forth below. The initial payment of \$1,500 is due upon the signing of this retainer. This retainer does not take effect until receipt of the initial retainer payment. The balance of \$3,500 will be paid in \$500 monthly installments, beginning May 1, 2023, and due on the first of each month thereafter. The Attorney has the right to immediately withdraw his representation if timely payments are not made by the Client.

Only in the event of a recovery, the Client will be responsible for the payment of costs and expenses incurred by the Attorney in the investigation and prosecution of the Client's claims. Such expenses and costs may include costs of deposition transcripts, court reporter fees witness fees, filing fees, courier fees, process server fees, photocopying, facsimiles, and overnight mail.

However, expenses and costs may also include retaining expert witnesses whose services may be necessary to adequately prosecute the Client's claims. The cost of an expert will be paid directly by the Client as the cost is incurred.

If there is a recovery, the fee for the professional services of the Attorney will be the greater of that amount awarded by the Court (to be paid by the Defendants), or that amount determined according to the following schedule: **ONE THIRD OF THE AMOUNT RECOVERED PLUS THE RETAINER PAID.**

ACCEPTED AND AGREED:

STEWART LEE KARLIN, ESQ.

DATED: 03/16/2023


DESIREE OLAECHEA

DATED: March 11, 2023



DESIREE.2023.LAWYER.1.pdf



Desiree B. Olaschea
518 Shade St
North Babylon NY 11703-1608

Date 06/15/23

1002
-00002214

Pay to the
order of

Stewart Lee Karl/Law Group

\$ 500.00

five hundred dollars

Dollars

jovia
Financial Credit Union

MEMO Stewart Lee

SIGNED Desiree Olaschea

⑆221480807⑆ 4997067777⑆ 1002

JPMorganChaseBank 062001 000217 924240043498

0910882371
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DESIREE B OLACHEA
516 SHADE ST.
NORTH BABYLON, NY 11703

60-6080/2214

179

DATE

5/2/23

PAY TO

THIS ORDER OF

Daniel E. Dugan, Esq. \$500.00
Five hundred dollars

DOLLARS

A

1000

Jovia
Financial Credit Union

1000 Corporate Drive
Westbury NY 11590
joviafinancial.com

MEMO

Desiree B. Olachea

AP

⑆221480807⑆ 04997067777⑈00179

123456789

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Update



Me

Mar 11



To: Daniel Dugan ✓

Dear Daniel,

I hope this email finds you well.

I attempted to contact you a few times by phone but was unable to reach you. I would greatly appreciate an update on the status of both the 3020a and the discrimination case at your earliest convenience. Please let me know when you might be available for a brief call to discuss these matters.

Thank you for your time and attention to this matter.

Sincerely,

Desiree Olachea

Sent from Yahoo Mail for iPhone

Desiree Olachea
516 Shade Street
North Babylon, NY 11703



CLERK OF COURT
U.S. DISTRICT COURT - Eastern District of New York
100 Federal Plaza
Central Islip, NY 11722

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